

**Gregory-Portland ISD  
Request for Proposal**

Wireless infrastructure  
E-Rate Funding Year (2017-2018)

**I. Background Information**

The Gregory-Portland ISD (GPISD) wishes to receive bid proposals for an upgrade to the existing access points at our TM Clark Elementary, East Cliff Elementary, Gregory-Portland High school, Gregory-Portland Junior High School, WC Andrews Elementary and Stephen F. Austin Elementary for E-Rate Funding year (2017-2018).

The District has five (5) school facilities and a District Office that are currently connected by a 1-Gbps leased fiber fully managed network. The ARUBA controller is located at our Junior High Campus, 4600 Wildcat Drive, Portland, TX 78374. The Access points that are being proposed for the upgrade must be compatible and managed by the ARUBA wireless controller. This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and GPISD may or may not undertake it at its sole discretion.

**II. Instructions to vendors**

1. Written response packets shall be submitted to:  
*Andrew Guerra*  
*Director of Instructional Technology*  
*Gregory-Portland ISD*  
*608 College St.*  
*Portland, TX 78374*
2. All responses must be received at the District Office at 608 College St., Portland, TX 78374 no later than December 15, 2017, at 2:00 pm CST. Responses must be submitted in a sealed envelope clearly labeled "GPISD Wireless Infrastructure Proposal."
3. Questions regarding the RFP shall be directed to:  
*Andrew Guerra*  
*aguerra@g-pisd.org*  
*Fax: (361) 777-4264*

All questions must be submitted in writing via fax, email or letter no later than December 8, 2017, at 3:00 pm CST. Proposals should be accompanied by brochures and product cut sheets providing technical specifications for services and systems described in this RFP. If the literature differs in any manner from the systems and equipment being proposed, the differences must be explained.

4. The vendor shall provide a minimum of three (3) references relating to completed projects consisting of similar work and scope.
5. Vendor shall provide company/organization, address, contact name and telephone number.
6. GPISD will be applying for E-rate funding for this project. Vendor's proposal must demonstrate Vendor's knowledge and experience, and a successful track-record, in dealing with E-rate funded projects and in compliance with E-rate program rules. E-rate applications will be submitted using the successful Vendor's SPIN number. Vendor must provide their SPIN number in their proposal. GPISD reserves the right to cancel the project, or any part of the project, upon failure to receive E-rate funding.

### III. Wireless Equipment List

The Wireless infrastructure service requires:

1. The Gregory-Portland Junior High School – Data Center is to serve as the aggregation point for the network.
2. The sites and physical addresses to which the Wireless controller currently serves and controls the wireless access points are:
  - a. Administration Office: 608 College St. Portland, TX 78374
  - b. Gregory-Portland Intermediate School 4200 Wildcat Dr. Portland, TX 78374
  - c. W.C. Andrews Elementary 1100 Lang Rd. Portland, TX 78374
  - d. East Cliff Elementary 200 Fulton Dr. Portland, TX 78374
  - e. S.F. Austin Elementary 308 N. Gregory St. Portland, TX 78359
  - f. Gregory-Portland Junior High School 4600 Wildcat Dr. Portland, TX 78374
  - g. Facility at 1200 E. Broadway, Portland, TX 78374
  - h. T.M. Clark Elementary School 2250 Memorial Parkway, Portland TX 78374
  - i. Gregory-Portland High school 4601 Wildcat Drive Portland, TX 78374
  - j. East Cliff Elementary 1140 Broadway, Portland, TX 78374
3. List of equipment:

#### TM Clark Elementary School

Line #	Part Number	Part Description	Qty
1	Aruba AP-315	Aruba AP-315 Dual 2x2/4x4 802.11ac AP	54
2	LIC-K12-1	Aruba LIC-K-12 AOS 1 Dev Lic Bndl E-LTU	21

#### S.F. Austin Elementary School

Line #	Part Number	Part Description	Qty
1	Aruba AP-315	Aruba AP-315 Dual 2x2/4x4 802.11ac AP	45
2	LIC-K12-1	Aruba LIC-K-12 AOS 1 Dev Lic Bndl E-LTU	17

East Cliff Elementary School

Line #	Part Number	Part Description	Qty
1	Aruba AP-315	Aruba AP-315 Dual 2x2/4x4 802.11ac AP	19
2	LIC-K12-1	Aruba LIC-K-12 AOS 1 Dev Lic Bndl E-LTU	19

Gregory Portland High School

Line #	Part Number	Part Description	Qty
1	Aruba AP-315	Aruba AP-315 Dual 2x2/4x4 802.11ac AP	29
2	LIC-K12-1	Aruba LIC-K-12 AOS 1 Dev Lic Bndl E-LTU	29

Gregory Portland Junior High School

Line #	Part Number	Part Description	Qty
1	Aruba AP-315	Aruba AP-315 Dual 2x2/4x4 802.11ac AP	29
2	LIC-K12-1	Aruba LIC-K-12 AOS 1 Dev Lic Bndl E-LTU	29

W.C. Andrews Elementary School

Line #	Part Number	Part Description	Qty
1	Aruba AP-315	Aruba AP-315 Dual 2x2/4x4 802.11ac AP	15
2	LIC-K12-1	Aruba LIC-K-12 AOS 1 Dev Lic Bndl E-LTU	15

4. 1 year support Next business day on wireless access points proposed equipment by campus.
5. District will be utilizing existing CAT 6 cabling.
6. District will also be utilizing existing cisco POE switches for the access points.
7. Access Points proposed must be compatible with Aruba 7220 Controller.

#### **IV. Evaluation of Proposals**

1. The Owner reserves the right to reject any and all proposals, to waive any formalities and to disregard all nonconforming, non-responsive or conditional proposals.
2. The Owner intends to select a proposal on a most cost effective and "Best Value Basis", based upon the Owner's selection criteria and available funding for this project, using price as the primary factor as indicated in the selection criteria and weightings specified herein. References included by the Vendor in the "SOQ Questionnaire" or List of References Form may be contacted. Other references may be contacted. Qualification points will be awarded based upon reference responses to standardized questions (pertinent to qualification categories) asked by the Representative of the Owner, and other information supplied in the Proposal. The selection criteria and weightings are:

Total Points	160 points
Price	100 points
Prior Experience with GPISD	20 points
Reputation of Vendor and Vendor's goods or services	20 points
Ability to handle GPISD Wireless needs	20 points

## **V. TERMS AND CONDITIONS**

1. GPISD will reserve the right to terminate any contract signed without penalty, due to noncompliance of any products and or services listed in the contract, of which this request for proposal, all marketing materials and the response to the RFP have become a part. While GPISD may provide a 30 day written notice for contract termination, GPISD reserves the right to grant the vendor a grace period of 30 days to resolve noncompliance issues. Application of this and additional grace periods will be granted at the discretion of GPISD. GPISD will not waive its future rights of contract termination should they decide to waive their rights due to any 'noncompliance' issue.
2. GPISD reserves the right to terminate all or part of the contract due to non-appropriation of funds, or failure to receive E-Rate funding.
3. The successful Response to this RFP and any GPISD generated Amendments to this RFP shall all become an integral part of any Vendor / GPISD contract resulting from this RFP.
4. GPISD is requiring a turn-key installation of any CPE electronics and associated management software required to implement the services contemplated by this RFP. Vendor shall acquire and provide all rights of way, labor, equipment, materials, permits, supplies, tools, transportation and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. Vendor MUST include in its Price, all design, engineering, permit, delivery, installation, testing, taxes and warranty costs associated with the proposed Services and Systems.
5. Vendor guarantees that all contracted work shall be managed by a qualified and designated Vendor project manager, who shall:
  - a. attend all scheduled project status meetings;
  - b. be available to GPISD at all reasonable times and respond to GPISD's questions, problems and/or concerns in timely manner;
  - c. be on-site at scheduled times to inspect work progress;
  - d. be on-site during critical phases of work, including systems testing and cutover.
6. The designated Vendor project manager for this project, whose name and phone numbers (office and cellular) shall be provided to GPISD prior to any on-site work under the Agreement shall:
  - a. be Vendor's single-point-of-contact to GPISD;
  - b. have the authority to make necessary decisions and enlist necessary resources to ensure successful completion of all contracted work in the required timeframes.
  - c. be trained in and responsible for identification of any hazardous materials relative to any construction portion of this project.
7. Vendor agrees to provide necessary liaison and coordination functions and activities, in a timely and professional manner, with the local telephone company and systems vendors on behalf of GPISD during the implementation period.

8. All installation, warranty, and post-warranty maintenance of the acquired systems resulting from this RFP shall be performed by fully qualified, Vendor-employed personnel unless otherwise stipulated by mutual agreement in the finalized sales contract. Vendor shall not contract for or permit any subcontract work to be performed without prior written authorization of GPISD. The selection of subcontractors must be acceptable to GPISD; such acceptance shall not be unreasonably withheld. Every subcontractor performing work on the Project or Services on behalf of Vendor shall be bound by the conditions and provisions of the Agreement as applicable to its work. Nothing contained in any Vendor/ GPISD Agreement shall create any contractual relations between the subcontractor and GPISD. Vendor shall be fully responsible to GPISD for the acts and omissions of its subcontractors. Vendors must provide in their Proposals:
  - a. The complete names and addresses of all subcontractors proposed to be used;
  - b. The type and percentage of work each proposed subcontractor will be providing;
  - c. Each proposed subcontractor's qualifications to perform such work:Substitution of any proposed subcontractor will only be allowed after prior written permission is received from GPISD. GPISD reserves the right to reject any proposed subcontractor for reasonable cause.
9. Successful bidder agrees to bill and receive portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company (USAC), and/or the Schools and Libraries Division (SLD).
10. Gregory-Portland Independent School District and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements.
11. Gregory-Portland Independent School District is not liable for any cost associated with the preparation or presentation of any proposals
12. Proposals submitted to the District will not be returned to the bidder.
13. Gregory-Portland Independent School District has right to cancel this RFP at any time and to reissue it for any reason whatsoever
14. Gregory-Portland Independent School District reserve the right to negotiate any alterations to bid specifications due to oversight or error
15. The vendor will provide access for immediate reports and status of all wireless network traffic.
16. During the term of this contract, any changes in the routing of the physical network due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the vendor at no expense to the District.
17. Vendor further agrees that the vendor is and, during the period of any contract resulting from any award under this request for proposal will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations, (41CFR Part 60).
18. No billing will take place prior to project completion.

## **VI. Insurance and Indemnity**

19. Public Liability Insurance. Vendor must provide GPISD with evidence of Public Liability Insurance in an amount not less than \$500,000 for one (1) person injured in any one (1) accident and not less than \$1,000,000 for more than one (1) person in any one (1) accident, naming GPISD, its officers and agents as an additional insured. A Certificate of Insurance will be required.
20. Workers' Compensation Insurance. Vendor must provide GPISD with a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the persons or Vendor's employees providing services on the Project, for the duration of the project.
21. Automobile Liability Insurance. Vendor must provide GPISD with evidence of Automobile Liability Insurance covering all vehicles owned by, hired by, or used on behalf of the Vendor, with a minimum combined single limit of \$1,000,000.
22. Indemnity. Vendor shall defend, indemnify and hold harmless GPISD, its agents and employees, from all suits, actions, claims, damages, losses, costs and expenses of every kind and description to which GPISD, or its agents or employees may be subjected by reason of injury, including death, to persons, or damage to property resulting from or growing out of any act of commission or omission by the Vendor, its agents or employees, or its subcontractors.

## **VI. Other Required Submittals. The following additional materials must be submitted with the Vendor's Proposal: (Items 1 through 7 are attached)**

1. Bid/Proposal Form
2. Statement of Qualifications
3. List of References Form
4. Conflict of Interest Questionnaire
5. Felony Conviction Notice
6. Non-Collusion Statement
7. Suspension or Debarment Certificate
8. Vendor's Sample 1-Year Contract

**Bid Proposal Form**

Gregory-Portland ISD  
G-PISD Wireless Infrastructure  
608 College St  
Portland, TX 78374  
361-777-1089 opt. 1

Due Date: December 15, 2017  
Due Time: 2:00 PM CST

This bid responds to all specifications as contained in the said notice, except that deviations from said specifications are noted on the attached pages.

**Summary Pricing:**

Pricing for:

- ☐ Cost of Access Points and licenses at TM Clark Elementary
- ☐ Cost of Access Points and licenses at Stephen F Austin Elementary
- ☐ Cost of Access Points and licenses at WC Andrews Elementary
- ☐ Cost of Access Points and licenses at Gregory-Portland High School
- ☐ Cost of Access Points and licenses at East Cliff Elementary
- ☐ Cost of Access Points and licenses at Gregory-Portland Junior School

\$\_\_\_\_\_Total Implementation Cost (including taxes and fees)

By signing below, I attest that I am authorized representative/agent and that I am authorized by my signature to bind this company contractually.

Billing Terms \_\_\_\_\_ Date \_\_\_\_\_

Vendor's Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Phone No ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3

Name of local government officer about whom the information is being disclosed.

Name of Officer

4

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5

Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6

☐

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

**QUESTIONNAIRE SIGNATURE(S)**

All portions of this Statement of Qualifications are true and correct. The undersigned is authorized to sign for and legally bind the Respondent.

The undersigned authorizes Gregory-Portland Independent School District and its agents and representatives to contact any firm, organization, or person discussed in this Statement of Qualifications regarding the Respondent's performance, financial condition and other information regarding the Respondent's Capability.

\_\_\_\_\_  
(Signature of Authorized Signing Officer)

(Affix Corporate Seal  
If a Corporation)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

### Reference Request Form

All vendors are required to provide a minimum of three (3) references as part of your bid submittal for similar projects in Texas in the last three (3) years. Failure to provide references will cause your proposal to be rejected as non-responsive.

Name of Firm: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Contact Person with Phone # \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Contact Person with Phone # \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Contact Person with Phone # \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

## NON-COLLUSION STATEMENT

STATE OF TEXAS §

COUNTY OF SAN PATRICIO §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person whose name is subscribed to  
the following, who, upon oath, says:

I am the manager, secretary or other agent or officer of the principal of the Bidder or Proposer ("Bidder") in the matter of the bids or proposals to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services bid on, or to influence any person to propose or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at a any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/proposal.

Affiant (Contractor)

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Printed Name

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Title

---

Company

Subscribed and sworn to before me,  
this, \_\_\_\_\_ day of \_\_\_\_\_, 2017

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Notary Public

My Commission Expires \_\_\_\_\_

## **Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

- Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034, Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule ( \_36)

Vendor Name \_\_\_\_\_

Authorized Company Official's Name \_\_\_\_\_

Signature of Company Official \_\_\_\_\_ Date \_\_\_\_\_

Vendor E-mail Address \_\_\_\_\_

Vendor Telephone Number \_\_\_\_\_